

THE HONORABLE Mary Jo Heston  
CHAPTER 7

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Attorneys for Defendant, Auto Max USA

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON**

In re:  
DANIEL PEREZ,  
Debtor.

DANIEL PEREZ,

Plaintiff,

vs.

AUTOMAX (a corporation doing business in  
Washington),

Defendant.

CHAPTER 7

BANKRUPTCY NO. 17-44735

ADVERSARY NO. 18-04053

**ANSWER TO COMPLAINT FOR  
ORDER COMPELLING AUTOMAX  
TO EITHER TURN OVER TITLE OR  
PICK UP 2003 MITSUBISHI  
GALANT VIN #  
4A3AA46G83E092993 AND FOR  
ATTORNEYS FEES AND COSTS**

Defendant, Auto Max USA ("Auto Max" or "Defendant"), by and through its undersigned counsel, hereby responds to the Complaint for Order Compelling Automax To Either Turn Over Title or Pick Up 2003 Mitsubishi Galant Vin # 4A3AA46G83E092993 and for Attorneys Fees and Costs (the "Complaint") filed by Daniel Perez ("Plaintiff"), the chapter 7 Debtor ("Perez" or "Debtor"), and states as follows:

## I. JURISDICTION AND VENUE

1.1. Auto Max admits the allegations in paragraph 1.1 of the Complaint.

1.2. Auto Max admits the allegations in paragraph 1.2 of the Complaint.

1.3. Auto Max admits the allegations in paragraph 1.3 of the Complaint.

1.4. Auto Max lacks information or belief sufficient to form a belief as to the truth or meaning of Plaintiff's allegation in paragraph 1.4 that "The undersigned attorney is satisfied that the proper grounds exist for filing this action" and, on that basis, denies the allegation in paragraph 1.4 of the Complaint.

## II. PARTIES

2.1 Auto Max admits the allegations in paragraph 2.1 of the Complaint.

2.2 Auto Max admits, in part, the allegations in paragraph 2.2 of the Complaint in that "Plaintiff may serve Automax by mailing copies of the Summons and Complaint by certified mail, return receipt requested, to Automax's regular place of business". Auto Max denies the remainder of the allegations in paragraph 2.2. Frank Tamez is not the registered owner of Auto Max USA; the owner of Auto Max USA is Penny Tamez. Penny Tamez is the sole proprietor of Auto Max USA. **Exhibit A.** Automax is not and has never been associated with Auto Max USA. Therefore, Plaintiff may not serve by mailing a copy of the Summons and Complaint by certified mail, return receipt to Automax at the following addresses: President/CEO, Automax, Damian Shriver, PO Box 821732 Vancouver, WA 98682-0000; And President/CEO, Automax, Damian Shriver, 12511 NE Fourth Plain Blvd. Vancouver, WA 98682.

## III. FACTS

3.1 Auto Max admits the allegations in paragraph 3.1 of the Complaint.

1 3.2 Auto Max admits the allegations in paragraph 3.2 of the Complaint.

2 3.3 Auto Max admits, in part, the allegations in paragraph 3.3 of the Complaint in that

3 "Plaintiff's Statement of Intention (Form 108) indicated that he would surrender the

4 2003 Mitsubishi Galant". Auto Max denies the remainder of the allegations in

5 paragraph 3.3. Auto Max denies that it has refused to pick up the 2003 Mitsubishi

6 Galant. Debtor has failed to pay on the vehicle since 2010. **Exhibit B.** The value of

7 the vehicle does not justify the cost of transport from the Seattle area to Yakima.

8 Further, Auto Max has offered to turn over title, but will not turn over title to Debtor;

9 Auto Max wants some assurance that the vehicle will be sold for the benefit of the

10 bankruptcy and not the Debtor. Auto Max suggests that the Debtor have the vehicle

11 towed to a junk yard or a purchaser and it will effectuate the title transfer to the

12 purchaser.

13 3.4 Paragraph 3.4 is missing from the Complaint.

14 3.5 Auto Max denies the allegations in paragraph 3.4. Auto Max does not have to

15 release the title to the Debtor to sell the vehicle. The Debtor can find a purchaser

16 and Auto Max can effectuate a title transfer to the buyer. This procedure is done

17 daily with trade-in vehicles when the consumer is purchasing a new vehicle.

18 3.6 Auto Max lacks information or belief sufficient to form a belief as to the truth or

19 meaning of Plaintiff's allegation in paragraph 3.6 that "The plaintiff has been

20 incurring storage fees on the vehicle in the amount of \$70.00 per month. (See

21 Exhibit A-Receipts)" and, on that basis, denies the allegation in paragraph 3.6 of the

22 Complaint.

1 3.7 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
2 meaning of Plaintiff's allegation in paragraph 3.7 that "On March 9, 2018, plaintiff's  
3 counsel called Automax in Yakima and spoke with a woman named 'Lisa'. Lisa told  
4 debtor's counsel that plaintiff had not paid on the vehicle since 2011. Debtor's  
5 counsel let Lisa know that the debtor had filed bankruptcy and either needed the  
6 creditor to come and pick up the vehicle or hand over the title" and, on that basis,  
7 denies the allegation in paragraph 3.7 of the Complaint. Further, Auto Max objects  
8 to all statements in paragraph 3.7 based on *The Rule Against Hearsay*. Fed. R.  
9 Evid. 802. The statements in paragraph 3.7 are barred from entry into this matter  
10 because they contain hearsay statements to which no exceptions apply. Fed. R.  
11 Evid. 802, et seq.

12  
13 3.8 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
14 meaning of Plaintiff's allegation in paragraph 3.8 that "On April 4, 2018, plaintiff's  
15 counsel spoke with the agent of Automax named 'Lisa' to ask her if the creditor  
16 would come and pick up the vehicle, or in the alternative, if they would prefer to  
17 send the plaintiff the title, so he could dispose of the vehicle himself. The attorney  
18 disclosed to Automax, that the vehicle no longer was in running condition" and, on  
19 that basis, denies the allegation in paragraph 3.8 of the Complaint.

20  
21 3.9 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
22 meaning of Plaintiff's allegation in paragraph 3.9 that "On April 12, 2018, plaintiff's  
23 counsel again called and spoke with 'Lisa' who stated that the owner had 'been out  
24 of town and has not decided what he wants to do yet.' Lisa asked plaintiff's counsel  
25 to present the options in an email to lindabalderas945@hotmail.com. (See Exhibit

1 B- Email to Automax dated April 12, 2018). Plaintiff's counsel prepared and sent the  
2 requested email to the foregoing address" and, on that basis, denies the allegation  
3 in paragraph 3.9 of the Complaint. Further, Auto Max objects to all statements in  
4 paragraph 3.9 based on *The Rule Against Hearsay*. Fed. R. Evid. 802. The  
5 statements in paragraph 3.9 are barred from entry into this matter because they  
6 contain hearsay statements to which no exceptions apply. Fed. R. Evid. 802, et seq.

7 3.10 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
8 meaning of Plaintiff's allegation in paragraph 3.10 that "On July 10, 2018, plaintiff's  
9 counsel asked 'Lisa' whether Automax had decided to turn over the title. Counsel  
10 reminded Lisa that the vehicle was in storage accruing fees of \$70.00 per month. It  
11 was during this same phone call plaintiff's counsel explained that Automax had two  
12 options only: either pick up the vehicle, or turn over the title. Absent either, counsel  
13 would have to file an adversary to compel some kind of action" and, on that basis,  
14 denies the allegation in paragraph 3.10 of the Complaint. Further, Auto Max objects  
15 to all statements in paragraph 3.10 based on *The Rule Against Hearsay*. Fed. R.  
16 Evid. 802. The statements in paragraph 3.10 are barred from entry into this matter  
17 because they contain hearsay statements to which no exceptions apply. Fed. R.  
18 Evid. 802, et seq. Additionally, Plaintiff's statements show her attempt to give legal  
19 advice to a non-attorney and an adverse party.  
20

21 3.11 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
22 meaning of Plaintiff's allegation in paragraph 3.11 that "On July 30, 2018, counsel  
23 called Automax and spoke with 'Lisa' to ask if she had followed up with the owner.  
24 She stated that the owner said that he received paperwork but was confused  
25

1 because the paperwork was for a totally different vehicle. Counsel explained that an  
2 asset had been recovered and liquidated for the benefit of creditors. Automax had  
3 received a notice to file a proof of claim. Counsel advised 'Lisa' to have the owner  
4 call if he needed further explanation" and, on that basis, denies the allegation in  
5 paragraph 3.11 of the Complaint. Further, Auto Max objects to all statements in  
6 paragraph 3.11 based on *The Rule Against Hearsay*. Fed. R. Evid. 802. The  
7 statements in paragraph 3.11 are barred from entry into this matter because they  
8 contain hearsay statements to which no exceptions apply. Fed. R. Evid. 802, et seq.

9 3.12 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
10 meaning of Plaintiff's allegation in paragraph 3.12 that "On August 13, 2018,  
11 plaintiff's counsel called Automax and asked to speak directly to the owner.  
12 Plaintiff's counsel was told that the owner was 'not available.' Plaintiff's counsel  
13 asked to leave a voice mail requesting a return call" and, on that basis, denies the  
14 allegation in paragraph 3.12 of the Complaint. Further, Auto Max objects to all  
15 statements in paragraph 3.12 based on *The Rule Against Hearsay*. Fed. R. Evid.  
16 802. The statements in paragraph 3.12 are barred from entry into this matter  
17 because they contain hearsay statements to which no exceptions apply. Fed. R.  
18 Evid. 802, et seq.

19 3.13 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
20 meaning of Plaintiff's allegation in paragraph 3.13 that "To date, the owner has not  
21 returned the call" and, on that basis, denies the allegation in paragraph 3.13 of the  
22 Complaint.  
23  
24  
25

1 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
2 meaning of Plaintiff's allegation in paragraph 3.14 that "As a final resort," and, on  
3 that basis, denies the allegation in paragraph 3.14 of the Complaint. Auto Max  
4 admits that Plaintiff's counsel filed the instant adversary to compel it to either pick  
5 up the 2003 Mitsubishi Gallant or to turn over the title to allow the plaintiff to dispose  
6 of the property.

7 3.14 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
8 meaning of Plaintiff's allegation in paragraph 3.14 that "Due to the inaction of the  
9 creditor, the plaintiff has been incurring storage fees on the vehicle" and, on that  
10 basis, denies the allegation in paragraph 3.14 of the Complaint.  
11

12 **IV. 11 U.S.C. § 541 (a)(1) AND R.C.W. § 60.10.050**

13 4.1 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
14 meaning of Plaintiff's allegation in paragraph 4.1 and, on that basis, denies the  
15 allegation in paragraph 4.1 of the Complaint.

16 4.2 Auto Max admits the allegations in paragraph 4.2 of the Complaint.

17 4.3 Auto Max denies the allegations in paragraph 4.3 of the Complaint. "State law  
18 determines the extent of any property interests a debtor may have, and federal law  
19 determines whether those rights are sufficient to constitute property of the estate or  
20 property exempt from the estate." *Turner v. DeKalb Bank (In re Turner)*, 209 B.R.  
21 558 (N.D.Ala. 1997); *See also Southtrust Bank v. Thomas (In re Thomas)*, 833 F.2d  
22 991, 995 (11th Cir. 1989). Washington State law specifically states that a lien debtor  
23 does not redeem interest in the property after default until such time as he tenders  
24 "fulfillment of all obligations to the holder that are secured by the collateral as well  
25

1 as the expenses reasonably incurred by the lienholder in holding and preparing the  
2 collateral for disposition". R.C.W. § 60.10.050. Plaintiff defaulted on his obligation to  
3 Auto Max in 2011 at which point interest in the property reverted to Auto Max. To  
4 date, Plaintiff has failed to fulfill his obligations under the lien. Therefore, Auto Max  
5 is the sole interest holder in the 2003 Mitsubishi Galant. Further, the District Court in  
6 *Charles R. Hall Motors, Inc. v. Lewis, et. al.* determined that "(t)he right to redeem  
7 the property was not sufficient to propel the automobile into the property of the  
8 estate." *Turner v. DeKalb Bank (In re Turner)*, 209 B.R. 558 (N.D.Ala. 1997) (*citing*  
9 *Charles R. Hall Motors, Inc. v. Lewis, et. al.*, Case No. CV-94-B-1471-E (D.N.D.Ala.  
10 1997) (*citing Southtrust Bank v. Thomas (In re Thomas)*, 833 F.2d 991, 995 (11th  
11 Cir. 1989)). Even though Washington State law allows the Plaintiff to redeem the  
12 2003 Mitsubishi Galant, the right to redemption does not automatically vest Plaintiff  
13 with full interest in the property and does not allow the Plaintiff to claim the property  
14 as part of the bankruptcy estate.  
15

16 **V. 11 U.S.C. § 542 (a) AND 363 (b)**

17 5.1 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
18 meaning of Plaintiff's allegation in paragraph 5.1 and, on that basis, denies the  
19 allegation in paragraph 5.1 of the Complaint.  
20

21 5.2 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
22 meaning of Plaintiff's allegation in paragraph 5.2 and, on that basis, denies the  
23 allegation in paragraph 5.2 of the Complaint.

24 5.3 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
25 meaning of Plaintiff's allegation in paragraph 5.3 that "A creditor in possession of



1 property that the trustee may use ... under section 363 of this title” and, on that  
2 basis, denies the allegation in paragraph 5.3 of the Complaint. As discussed in  
3 paragraph 4.3 of this Answer, the estate has no interest in the 2003 Mitsubishi  
4 Galant. Section 363(a) of U.S. Code Chapter 11 specifically states that it pertains  
5 only to cash collateral “in which the estate and an entity other than the estate have  
6 an interest.” Therefore, 11 U.S.C. § 542 (a) and 363 (b) do not apply to this case or  
7 this vehicle. Auto Max lacks information or belief sufficient to form a belief as to the  
8 truth or meaning of Plaintiff’s allegation in paragraph 5.3 that “unless the property is  
9 of inconsequential value or benefit to the estate” and, on that basis, denies the  
10 allegation in paragraph 5.3 of the Complaint. Even if the Plaintiff had an interest in  
11 the 2003 Mitsubishi Galant, Auto Max is still not required to turn over the title to  
12 Plaintiff. Information has already been provided to the court that the vehicle does  
13 not run. However, no information has been provided showing that the vehicle is of  
14 consequential value or benefit to the estate. This is a 2003 Mitsubishi Galant that  
15 was sold to Plaintiff in 2009, which miles were reported as 124,429 at the time of  
16 sale. Other than relaying that the vehicle purportedly is not functional, no other  
17 information is presented to the court regarding its value or cost to repair and  
18 prepare for sale. Therefore, this vehicle is excepted from the requirement found in  
19 11 U.S.C. § 542 (a) that “[a] creditor in possession of property that the trustee may  
20 use ... under section 363 of this title ... shall deliver to the trustee, and account for,  
21 such property or the value of such property.” *Complaint for Order Compelling*  
22 *Automax to Either Turn Over Title or Pick Up 2003 Mitsubishi Galant Vin#*  
23 *4A3AA46G83E092993 and for Attorneys Fees and Costs, p. 7, § 5.3.*  
24  
25

1 5.4 Auto Max lacks information or belief sufficient to form a belief as to the truth or  
2 meaning of Plaintiff's allegation in paragraph 5.3 that "Under 11 U.S.C. § 363(b)(1)  
3 the trustee may use property of the estate after notice and a hearing. 11 U.S.C. §  
4 363(b)(1)" and, on that basis, denies the allegation in paragraph 5.3 of the  
5 Complaint. Plaintiff presupposes that the 2003 Mitsubishi Galant is property of the  
6 estate. 11 U.S.C. § 363(b)(1) only relates to "property of the estate." As discussed  
7 in paragraphs 4.3 and 5.3 of this Answer, the estate has no interest in the 2003  
8 Mitsubishi Galant. Even if the estate has an interest in the vehicle, no proof has  
9 been proffered to show that the vehicle is of consequential value and, therefore, the  
10 sale is required or permissible.

11 5.5 And, 11 U.S.C. § 1303 gives a plaintiff the rights and powers of a trustee under  
12 section 363(b). 11 U.S.C. § 1303. Auto Max denies the allegation in paragraph 5.3  
13 of the Complaint. The present adversary was commenced pursuant to a Chapter 7  
14 bankruptcy proceeding. As such, Plaintiff cannot use Chapter 13 provisions to justify  
15 allegations in a Chapter 7 proceeding. See 11 U.S. Code § 103 (i). Specifically,  
16 "Chapter 13 of this title applies only in a case under such chapter." 11 U.S. Code §  
17 103 (i).  
18

## 19 VI. AFFIRMATIVE DEFENSES

20 6.1 Auto Max alleges the following affirmative defenses with respect to the purported  
21 claims for relief alleged in the Complaint.  
22

23 6.2 Failure to State a Cause of Action: As a separate affirmative defense to the  
24 Complaint, and to each purported cause of action thereof, Auto Max submits that  
25 the Complaint, and each purported cause of action therein, fails to state a claim

1 against Auto Max and fails to state facts sufficient to constitute a cause of action  
2 against Auto Max pursuant to Federal Rules of Civil Procedure 9 and 12(b)(6) and  
3 other applicable law. Accordingly, the Complaint and the causes of action asserted  
4 therein should be dismissed.

5 6.3 Setoff/Recoupment: As a separate affirmative defense to the Complaint, and to  
6 each purported cause of action thereof, Auto Max submits that the Complaint, and  
7 each purported cause of action thereof, is barred by the doctrine of setoff and/or  
8 recoupment.

9 6.4 No Damage: As a separate an affirmative defense to the Complaint, and to each  
10 purported cause of action thereof, Auto Max, without admitting that the Complaint  
11 states a claim, submits that Plaintiff's claims are barred, in whole or in part, because  
12 Plaintiff has not sustained any loss, damage, harm or detriment in any amount.

13 6.5 Waiver: As a separate an affirmative defense to the Complaint, and to each  
14 purported cause of action thereof, Auto Max submits that the Complaint, and each  
15 purported cause of action thereof, is barred by the doctrine of waiver.

16 6.6 Estoppel: As a separate an affirmative defense to the Complaint, and to each  
17 purported cause of action thereof, Auto Max submits that the Complaint, and each  
18 purported cause of action thereof, is barred by the doctrine of estoppel.

19 6.7 Reservation of Rights and Non-Waiver: Auto Max reserves the right to assert  
20 additional defenses, including affirmative defenses, based upon further investigation  
21 and/or discovery. Auto Max also reserves the right to amend or supplement this  
22 Answer based on further formal or informal discovery and/or in response to any  
23 amendments or supplements to the Complaint made by Plaintiff, and for any such  
24  
25

1 amendments or supplements to the Answer to relate back to the filing of the original  
2 Answer.

3 **VII. PRAYER FOR RELIEF**

4 7.1 The Court should deny Plaintiff's claims in their entirety and take nothing;

5 7.2 The Court should prohibit or condition the use or sale of the 2003 Mitsubishi Galant  
6 as is necessary to provide adequate protection of such interest pursuant to 11  
7 U.S.C. § 363(e);

8 7.3 The Defendant be awarded a judgment against Plaintiff and recover the costs of suit  
9 herein, including Defendant's reasonable attorneys' fees as authorized under RCW  
10 4.84.010 and U.S.C. Title 11;

11 7.4 The Court allow any such other relief that it may deem proper.

12 DATED: November 29, 2018

Varela Legal, PLLC

13  
14  
15 /s/ Teresita Varela

16 Teresita Varela, WSBA No. 46603  
17 Attorney for Defendant, Auto Max USA  
18  
19  
20  
21  
22  
23  
24  
25

**Declaration of Service**

I certify that on the date set forth below I caused a true and correct copy of the following document(s) to be served as indicated, upon the following person(s):

- Answer to Complaint for Order Compelling Automax to Either Turn Over Title or Pick Up 2003 Mitsubishi Galant Vin # 4A3AA46G83E092993 And for Attorneys Fees and Costs

Jada R. Wood

[ ] Via U.S. First Class Mail Postage Prepaid

Dorothy Bartholomew, PLLC

[ ] Via Attorneys Messenger Service (AMS)

5310 12th Street East, Suite C

[X] Via Email [jadaw@findbankruptcy.com](mailto:jadaw@findbankruptcy.com)

Fife, Washington 98424

[ ] Via hand-delivery

Phone: (253) 922-2016

FAX: (253) 922-2053

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Dated this 29 day of November, 2018.

Yakima, Washington  
City, State where signed

  
Teresita Varela, Declarant

## Washington State Department of Revenue

Services Business Lookup AUTO MAX USA

## License Information:

[New search](#) [Back to results](#)

**Entity name:** TAMEZ, PENNY  
**Business name:** AUTO MAX USA  
**Entity type:** Sole Proprietor  
**UBI #:** 600-525-163    **Business ID:** 001    **Location ID:** 0001  
**Location:** Open  
**Location address:** 1701 S 1ST ST  
YAKIMA WA 98901 USA  
**Mailing address:** 1701 S 1ST ST  
YAKIMA WA 98901 USA

[View Additional Locations](#)

**Excise tax account and reseller permit status:** Open (View)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Sep-30-2019	May-16-1997
Motor Vehicle Dealer	3550	22	View Plates (#35 Active)		Sep-30-2019	May-26-1992

2 Rows

Governing People May include governing people not registered with Secretary of State

Governing people	Title
TAMEZ, PENNY	

## Registered Trade Names

Registered trade names	Status	First issued
AUTO MAX USA	Active	Sep-12-2016

The Business Lookup information is updated nightly.  
Search date and time: 11/15/2018 8:33:43 AM

Working together to fund Washington's future

Exhibit A

## Washington State Department of Revenue

Services Business Lookup **AUTO MAX USA**

## License Information:

[New search](#) [Back to results](#)

Entity name: TAMEZ, PENNY

Business name: AUTO MAX USA

Entity type: Sole Proprietor

UBI #: 600-525-163 Business ID: 001 Location ID: 0005

Location: Open

Location and Mailing address: 1701 S 1ST ST  
YAKIMA WA 98901-3703 USA[View Additional Locations](#)Excise tax account and reseller  
permit status: Open (View)Governing People May include governing people not registered with Secretary of State

Governing people

Title

TAMEZ, PENNY

## Registered Trade Names

Registered trade names

Status

First issued

AUTO MAX USA

Active

Sep-12-2016

The Business Lookup information is updated nightly.  
Search date and time: 11/15/2018 8:34:20 AM

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Exhibit A

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xx      FIND      EDIT      RECOVERY  |  MORE      NOTES      EXIT      xx

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Exhibit B



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xx FIND DEAL-INFO AUTO-INFO RECAP PRINT UNWIND A.S.R SERVICE EXIT xx
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
xxFind / Open File x
xxEdit Master Profile x
xxAdd Missing Profile x
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
x
x
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
x MASTER HISTORY FILES x
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
xSTKNO.....: 15483 xDATE SOLD: 06/04/2009
xVIN.....: 4A3AA46G83E092993 xACCOUNTED: 06/04/2009
xYEAR.....: 03 x
xMAKE.....: MITSUBISHI xLOCATION.: 6999
xMODEL.....: GALANT xFROM DEPT: CREATED BY RETAIL SALES
xBODY.....: ES SEDAN 4D xALARM Y/N:
xCOLOR.....: WHITE x
xLIC PLATE.: 048ZEO xTTL A.S.R: 0.00
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
xLAST NAME: PEREZ xPREV SERV: / /
xFIRST NAME: DANIEL xPREV MILE: 124,429*
xADDRESS....: 314 SOUTH 8TH AVE APT 9 xNEXT SERV: / /
xCITY.....: YAKIMA xLAST R/O#: 0
xSTATE/ZIP.: WA 98902 x
xCELL/WK PH: (209)373-5848 (509)573-7063 xREF #: 1804397315483SOLDRT
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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Exhibit B

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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
*SALES PRICE1:      5,799.00 (+)xx      *CASH DOWN...:    1,450.00(+) %      x
*MISC TAXED2:       0.00 (+)xx      *PKUP/REBATE.:    0.00(+) (N) / /      x
*MISC TAXED3:       0.00 (+)xx      *PKUP/REBATE.:    0.00(+) (N) / /      x
*MISC TAXED4:       0.00 (+)xx      x
*TOTAL TAXED.:      5,799.00 (T)=x      *TOTAL CASH...:    1,450.00(+)xxx      x
x      *TOTAL TRADES:      0.00 (T)      *TOTAL TRADES:      0.00(+)xxx      x
*TOTAL PAYOFF:      0.00 (T)      *TOTAL DOWN...:    1,450.00(T)=xx      x
*TOTAL TXABLE:      5,799.00 (T)      x
x      *AMT FINANCED:      4,999.82      x
x      x      x
*SALESTAX #1:      477.76 (+)xx      8.20xTYPE & TERMS:      M 30 DTFP: 14 Z:360x
*SALESTAX #2:      27.31 (+)xx      0.00xANNUAL RATE:      24.99 SOLD:06/04/2009x
*TOTAL TAXES.:      505.07 (T)=x      x
x      *STD PAYMENTS:      223.32 DUE.:06/18/2009x
*TAB FEES #1:      95.75 (+)xx      *BALLOON PYMT:      0.00 DUE.: / /      x
*TAB FEES #2:      0.00 (+)xx      x
*MISC NOTAX#3:      50.00 (+)xx      *FINANCE CHG:      1,699.78 WEO.:      0.00x
*GAP POLICY4:      0.00 (+)xx      *TTL CONTRACT:      6,699.60 RISK: -2,399.07x
x      x      x      TIME:      10.74x
*MISC NOTAX#5:      0.00 (+)xx      N/AXBACK GRS....:      50.00 %GRS:      41.18x
*SERVICE PLAN:      0.00 (+)xx      *FRONT GRS....:      1,545.68 ACV.: 3,753.32x
*TOTAL NONTAX:      145.75 (T)=x      *RESVR GRS....:      0.00 MESG: Any Key x
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
*STK:      15483 YR:03 MK:MITSUB MD:GALANT BD:ES SEDAN CUST:PEREZ      x

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Exhibit B